

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP

Charles K. Verhoeven (Bar No. 170151)

2 charlesverhoeven@quinnemanuel.com

David A. Perlson (Bar No. 209502)

3 davidperlson@quinnemanuel.com

Melissa Baily (Bar No. 237649)

4 melissabaily@quinnemanuel.com

Jordan Jaffe (Bar No. 254886)

5 jordanjaffe@quinnemanuel.com

50 California Street, 22<sup>nd</sup> Floor

6 San Francisco, California 94111-4788

Telephone: (415) 875-6600

7 Facsimile: (415) 875-6700

8 Attorneys for WAYMO LLC

9 UNITED STATES DISTRICT COURT

10 NORTHERN DISTRICT OF CALIFORNIA

11 SAN FRANCISCO DIVISION

12 WAYMO LLC,

13 Plaintiff,

14 vs.

15 UBER TECHNOLOGIES, INC.;  
16 OTTOMOTTO LLC; OTTO TRUCKING  
LLC,

17 Defendants.

CASE NO. 3:17-cv-00939

**PLAINTIFF WAYMO LLC'S OFFER OF  
PROOF REGARDING ADMISSIBILITY  
OF CERTAIN MARKET AND  
FINANCIAL INFORMATION**

**PUBLIC REDACTED VERSION OF  
DOCUMENT SOUGHT TO BE SEALED**

Trial Date: December 4, 2017

## TABLE OF CONTENTS

I.	INTRODUCTION.....	2
II.	OFFER OF PROOF .....	3
A.	At the time of the misappropriation, Waymo believed that the first player to commercialize self-driving cars was likely to capture all or most of the TaaS market.....	4
B.	At the time of the misappropriation, Uber also believed that it needed to be among the first to commercialize self-driving technology and that it needed to accelerate its development efforts. ....	5
C.	Both Waymo And Uber Perceived That They Were Competing For All Or Most Of A Significant Market And That Perception Influenced Their Behavior .....	6
D.	Uber understood that accelerating its LiDAR development would accelerate its overall self-driving timeline. ....	7
III.	THE PROFFERED TESTIMONY AND EVIDENCE SHOULD BE ADMITTED .....	7
A.	Evidence Of The Perceived Size Of The Market Opportunity For Self-Driving Is Admissible To Prove Uber’s Motive For Misappropriating Waymo’s Trade Secrets .....	7
B.	Evidence Of The Perceived Size Of The Market Opportunity For Self-Driving And Evidence Of Waymo’s Revenue And Profit Forecasts Are Admissible To Establish Trade Secret Status .....	8
C.	Evidence Of The Perceived Size Of The Market Opportunity For Self-Driving And Evidence Of Waymo’s Revenue And Profit Forecasts Are Admissible As Factors That Would Significantly Impact The Hypothetical Negotiation .....	9
IV.	CONCLUSION .....	9

1 **I. INTRODUCTION**

2 Waymo submits this offer of proof in advance of (i) eliciting testimony from Uber and  
3 Waymo trial witnesses regarding the perceived size of the potential market for autonomous  
4 vehicles at the time of the misappropriation, and (ii) introducing into evidence the revenue and  
5 profit forecasts contained in Waymo’s baseline profit and loss statement.<sup>1</sup>

6 Evidence of the perceived size of the potential market for autonomous vehicles is relevant  
7 to this case by Uber’s and Ottomotto’s own admission. For purposes of this case, Uber and  
8 Ottomotto (collectively, “Uber”) retained a Ph.D. economist (Dr. Michael Jacobs) as an expert on  
9 mergers and acquisitions (M&A) issues to testify about Uber’s acquisition of Ottomotto. In setting  
10 out his opinions, Dr. Jacobs recounted various “[f]orecasts of the autonomous vehicle business,”  
11 including a May 2014 estimate of \$87 billion by 2030, an April 2015 estimate of \$102 billion by  
12 2030, a January 2016 estimate of \$1.5 trillion by 2040, a July 2016 estimate of \$41.7 billion by  
13 2025, and a March 2017 estimate of \$22 to \$26 billion by 2025. (Ex. 1 [Jacobs Report], ¶ 27.) He  
14 concluded that “the perceived size of the potential market has grown over time” and that this “has  
15 several implications for transaction economics in the 2016 time frame.” (*Id.* ¶¶ 27, 29.) He went  
16 on to explain that these “substantial forecasts” – along with the fact that “strategic  
17 players...needed to have development done” and the fact that there was “a small group of  
18 experienced engineers” – “created the economics that we see in the transactions in the  
19 [autonomous vehicle] marketplace.” (*Id.* ¶ 29.) Uber’s expert says that these “economics” explain  
20 why Uber placed such a high value on Ottomotto – which had been in existence for less than two  
21 months when the term sheet was signed) – in early 2016. The very same economics explain why  
22 Uber would place a high value on a trade secret license in a hypothetical negotiation with Waymo  
23 in the very same time frame. This is especially true where, as here, Uber executives were  
24 convinced that Uber could not survive if it was not among the first to commercialize self-driving  
25

---

26 <sup>1</sup> Waymo intends to introduce at trial some portions of its baseline P&L statement –  
27 including, for example, those portions that reflect Waymo’s launch and scaling plans – through  
28 normal procedures. The instant offer of proof is provided solely with respect to the admission of  
Waymo’s future revenue and profit forecasts, which are also contained in the same baseline P&L.  
(Ex. 19.)

1 technology in TaaS (transportation as a service) and where, as here, the trade secrets to be licensed  
2 relate to LiDAR technology, which Uber believed to be the [REDACTED] of its own lagging  
3 development efforts.

4 The revenue and profit forecasts contained in Waymo's baseline profit and loss statement  
5 are also relevant to the hypothetical negotiation. In his analysis of "transaction economics in the  
6 2016 time frame" to justify the high value Uber placed on Ottomotto (*id.* ¶ 29), Uber's and  
7 Ottomotto's own expert thought it important that "Morgan Stanley has estimated that Waymo is  
8 currently worth \$70 billion just based on its intention to use its driverless cars to obtain a fraction  
9 of the ride marketplace" (*id.* ¶ 27). Though Waymo does not seek to rely on Morgan Stanley's  
10 valuation, it should be permitted to rely on its own forecasts [REDACTED] (Ex.  
11 19 [TX-4980]) as evidence of the "economics" that would similarly impact a negotiation between  
12 Uber and Waymo for a trade secret license. Like Uber, Waymo viewed the autonomous vehicle  
13 market as "winner take all" or "winner take most." (Ex. 2 [TX-1031]; Ex. 3 [TX-1033].) Thus all  
14 or most of Waymo's forecasted profits were viewed as contingent on Waymo using its technical  
15 lead to become the first and best at offering self-driving TaaS. Waymo's projections – and the  
16 effect a shrinking technical lead would have on those projections – would have been front and  
17 center for Waymo at any hypothetical negotiation with a competitor like Uber for a license to  
18 Waymo trade secrets. And again, this is especially true where, as here, the trade secrets to be  
19 licensed relate to the very area of technology that Uber believed to be the [REDACTED] of its  
20 development efforts and thus most likely to impact Uber's overall self-driving timeline.

## 21 **II. OFFER OF PROOF**

22 By 2016, both Uber and Waymo believed that ride-sharing fleets would become [REDACTED]  
23 [REDACTED] in our lifetimes, making the commercialization of self-driving technology a  
24 massive market opportunity. Both Uber and Waymo also believed that time-to-market was of  
25 critical importance because the market opportunity was likely to be winner-take-all or winner-  
26 take-most. Waymo believed that its ability to capitalize on this opportunity hinged in large part on  
27 its technical lead and its resulting ability to enter the market first and as long before the next  
28 entrant as possible. Indeed, this drove Waymo's projections of market share and revenues.

1 Similarly, Uber believed that Waymo's technical lead was an existential threat and that it had to  
 2 close the gap with Waymo or risk losing its large share of the TaaS market. For the same reasons  
 3 that Uber has contended that the huge amount of money in play – as evidenced by various  
 4 valuations of overall market potential and of Waymo – explains why Uber highly valued a two-  
 5 month old company like Ottomotto, the same evidence would have an effect on a negotiation  
 6 between competitors for a license to LiDAR-related trade secrets.

7 **A. At the time of the misappropriation, Waymo believed that the first player to**  
 8 **commercialize self-driving cars was likely to capture all or most of the TaaS**  
 9 **market.**

10 1) The evidence at trial will show that Waymo was the first to heavily invest in the  
 11 development of self-driving technology and that Waymo was the first to understand that the  
 12 technology could be safely commercialized in the near term rather than decades from now. And,  
 13 from a business perspective, Waymo has always understood that its technical lead would be key to  
 14 its success in whatever market(s) it chose to enter.

15 2) By 2016, Waymo had decided that its business strategy should prioritize  
 16 commercialization of self-driving technology for TaaS (over other applications like trucking or  
 17 personal car ownership). Waymo understood the potential size of the autonomous TaaS market.  
 18 And Waymo understood that its technical lead would drive its success in that market, especially  
 19 vis-à-vis established manned TaaS players like Uber.

20 3) Waymo will introduce evidence to show that, by 2016, it was operating under the  
 21 premise that the first company to achieve self-driving TaaS at scale was likely to win a majority of  
 22 the market in any given region. (Ex. 2 [TX-1031] (noting that a “single player (in any region) will  
 23 likely earn majority of profits in TaaS”); Ex. 3 [TX-1033] (discussing assumption that AV-based  
 24 TaaS market is “most likely a winner take most”).

25 4) The evidence at trial will also show that, as of 2016, Waymo believed that it had a  
 26 two to five year technical advantage over its self-driving competitors. Waymo believed this lead  
 27 would allow Waymo to launch and scale a self-driving TaaS service before another competitor  
 28 with an existing TaaS service (like Uber) could develop self-driving technology and deploy it  
 within its existing network. (*See* Ex. 3 [TX-1033] (discussing Waymo's technology lead and

1 various strategy implications depending on the size of Waymo’s lead).) Indeed, the evidence will  
 2 show that Waymo’s emphasis on obtaining as much of a lead as possible – while ensuring safety  
 3 and operating within other constraints – had come to inform nearly every aspect of its business  
 4 plan by 2016.

5 **B. At the time of the misappropriation, Uber also believed that it needed to be**  
 6 **among the first to commercialize self-driving technology and that it needed to**  
**accelerate its development efforts.**

7 5) The evidence at trial will show that, by 2016, Travis Kalanick, Uber’s then-CEO,  
 8 had become convinced that being among the first to commercialize self-driving for TaaS was  
 9 “existential” for Uber. Mr. Kalanick has stated that: “[REDACTED]  
 10 [REDACTED].” (Ex. 4 [TX-387].) Mr. Kalanick has stated that  
 11 succeeding in self-driving is “[REDACTED]” and “[REDACTED]  
 12 [REDACTED]” (Ex. 5 [TX-5472].)

13 6) The evidence at trial will show that this view permeated Uber. For example, in an  
 14 email regarding “[REDACTED]” and noting a “[REDACTED]” Jeff Holden –  
 15 Uber’s Chief Product Officer – stated: “[REDACTED]  
 16 (Ex. 6 [TX-4481].) John Bares, former director of Uber’s ATG program in Pittsburgh, has also  
 17 agreed that “[REDACTED]” (Ex. 7 [Bares 6/16/27  
 18 Depo. Tr.] at 122:14-16.)

19 7) The evidence at trial will show that Uber understood it was lagging behind Waymo  
 20 in the development of self-driving technology and that it needed to close the gap. Mr. Kalanick  
 21 has said: “[REDACTED]  
 22 [REDACTED]  
 23 [REDACTED]  
 24 [REDACTED]” (Ex. 8 [TX-291].) Cameron Poetzsch, Uber’s Vice President of  
 25 Corporate Development, has explained: “[REDACTED]  
 26 [REDACTED]  
 27 [REDACTED]” (Ex. 9  
 28 [Poetzsch 8/11/17 Depo. Tr.] at 464:16-20.) Mr. Poetzsch has testified: “[REDACTED]

1 [REDACTED]

2 [REDACTED] (*Id.* at 465:5-14.)

3 C. **Both Waymo And Uber Perceived That They Were Competing For All Or**  
 4 **Most Of A Significant Market And That Perception Influenced Their**  
 5 **Behavior**

6 8) Uber and Ottomotto have offered an expert opinion regarding the perceived growth  
 7 of the self-driving industry in order to justify Uber's high valuation of Ottomotto, a company that  
 8 existed for less than two months at the time Uber was assessing its value and negotiating to  
 9 acquire it. Their M&A expert, Dr. Michael Jacobs, opined that "dramatic growth is possible over  
 10 the next ten to fifteen years" in the autonomous vehicle industry. (Ex. 1 [Jacobs Report], ¶ 27.)  
 11 He recounted various "[f]orecasts of the autonomous vehicle business," enumerating a May 2014  
 12 estimate of \$87 billion by 2030, an April 2015 estimate of \$102 billion by 2030, a January 2016  
 13 estimate of \$1.5 trillion by 2040, a July 2016 estimate of \$41.7 billion by 2025, and a March 2017  
 14 estimate of \$22 to \$26 billion by 2025. (*Id.* ¶ 27.)

15 9) According to Dr. Jacobs, "the perceived size of the potential market has grown over  
 16 time," which motivated Uber to avoid being "left out" and to place great value on the opportunity  
 17 to acquire Ottomotto. (*Id.* ¶ 29.)

18 10) The evidence at trial will show that the perceived size of the market opportunity  
 19 was an important consideration for Uber, and one that animated Uber's conduct in many respects,  
 20 including vis-à-vis Waymo, its most significant rival in self-driving. Indeed, the evidence will  
 21 show that the perceived size of the market opportunity – combined with the common belief that  
 22 the market would play out as "winner take all" or "winner take most" – explains why Mr.  
 23 Kalanick was intent on accelerating Uber's development of self-driving technology at all costs and  
 24 why at least some at Uber valued the acceleration of its development timeline at many millions of  
 25 dollars per day. (Ex. 10 [TX-299]; Ex. 11 [McClendon 8/1/17 Depo. Tr.] at 179:17-180:17  
 26 (explaining that Kalanick [REDACTED]  
 27 [REDACTED]  
 28 [REDACTED]).)

11) The evidence at trial will show that Waymo also acted in light of the large market

1 opportunity. Waymo's current Plan of Record document discusses the need to [REDACTED]  
 2 [REDACTED] and [REDACTED]" (Ex. 12 [TX-1147], at 5). This  
 3 strategy is in line with Waymo's belief that the first company to achieve self-driving TaaS at scale  
 4 was likely to win a majority of the market in any given region. (Ex. 2 [TX-1031] (noting that a  
 5 "single player (in any region) will likely earn majority of profits in TaaS"); Ex. 3 [TX-1033]  
 6 (discussing assumption that AV-based TaaS market is "most likely a winner take most").

7 **D. Uber understood that accelerating its LiDAR development would accelerate its**  
 8 **overall self-driving timeline.**

9 12) By 2016, Uber recognized that LiDAR technology specifically was a key driver of  
 10 its ability to succeed with self-driving technology. (Ex. 13 [TX-910] [REDACTED]  
 11 [REDACTED]); Ex. 14 [TX-171] [REDACTED]  
 12 [REDACTED] Ex. 15 [TX-678] [REDACTED]  
 13 (Ex. 16 [TX-367] (Kalanick: [REDACTED]  
 14 [REDACTED]).)

15 13) The evidence at trial will show that lasers were the "longest pole" with respect to  
 16 Uber's own self-driving technology development efforts. (Ex. 16 [TX-367] (discussing Mr.  
 17 Levandowski, [REDACTED] *id.*  
 18 (discussing the [REDACTED] As Mr. Kalanick has explained, [REDACTED] refers to the  
 19 hardest problem Uber had to solve: [REDACTED]  
 20 [REDACTED]" (Ex. 17 [Kalanick 7/27/17 Depo. Tr.] at 198:1-199:2.) Indeed,  
 21 the evidence will show that Uber believed that [REDACTED]  
 22 [REDACTED] (Ex. 18 [TX-  
 23 170] (discussing Levandowski's potential value-add, John Bares wrote, [REDACTED]  
 24 [REDACTED]  
 25 [REDACTED])

26 **III. THE PROFFERED TESTIMONY AND EVIDENCE SHOULD BE ADMITTED**

27 **A. Evidence Of The Perceived Size Of The Market Opportunity For Self-Driving**  
 28 **Is Admissible To Prove Uber's Motive For Misappropriating Waymo's Trade**

1                   **Secrets**

2           As demonstrated above, by 2016, Uber had come to understand (i) the size of the potential  
3 market opportunity associated with self-driving technology and (ii) that, to capture the "winner  
4 take all" or "winner take most" self-driving TaaS market, it needed to narrow the technical lead  
5 that Waymo had over Uber. This dual understanding motivated Uber's [REDACTED]" when it  
6 came to self-driving, including its misappropriation of Waymo's secrets. (Ex. 11 [McClendon  
7 8/1/17 Depo. Tr.] at 179:17-180:17.) Waymo should be permitted to explain to the jury  
8 exactly what Uber understood to be on the line at the time of the misappropriation. *See LinkCo,*  
9 *Inc. v. Fujitsu*, 232 F. Supp. 2d 182 n.9 (S.D.N.Y. 2002) (admitting sales projections "for the  
10 limited purpose of explaining Fujitsu's motive to engage in the alleged [trade secret  
11 misappropriation]"). For this reason alone, Waymo should be able to elicit testimony regarding  
12 the perceived size of the market opportunity for self-driving.

13           **B. Evidence Of The Perceived Size Of The Market Opportunity For Self-Driving**  
14           **And Evidence Of Waymo's Revenue And Profit Forecasts Are Admissible To**  
15           **Establish Trade Secret Status**

16           In order to prevail on its trade secret misappropriation claim, Waymo must establish that  
17 its asserted trade secrets derive actual or potential independent economic value from not being  
18 generally known. *MAI Sys. Corp. v. Peak Comp. Inc.*, 991 F.2d 511, 520-21 (9th Cir. 1993). The  
19 "long-term lucrative potential" of a field is circumstantial evidence that "incremental  
20 advancements" in that field derive economic value from not being known. *Altavion, Inc. v.*  
21 *Konica Minolta Sys. Lab. Inc.*, 226 Cal. App. 4th 26, 65 (2014) (upholding a finding of substantial  
22 economic value based on evidence that "if successfully implemented, DST could be very lucrative  
23 because of potential applications in many different industries" and testimony that "the technology  
24 had the potential to earn vast sums on check scanning in the banking industry"). Here, Waymo's  
25 trade secrets are valuable in large part because of their specific development in the context of self-  
26 driving technology. Waymo should be permitted to establish the "long-term lucrative potential"  
27 of that technology in connection with meeting its burden of proving that its confidential technical  
28 information is properly afforded trade secret status. For this reason as well, testimony regarding  
the general perception of the market opportunity for self-driving and evidence of Waymo's

1 specific assessment of that market opportunity (in the form of its projections) should be admitted  
2 at trial.

3 **C. Evidence Of The Perceived Size Of The Market Opportunity For Self-Driving**  
4 **And Evidence Of Waymo's Revenue And Profit Forecasts Are Admissible As**  
5 **Factors That Would Significantly Impact The Hypothetical Negotiation**

6 As demonstrated above, Uber's own view is that both the perceived size of the market  
7 opportunity for self-driving and the valuation of Waymo as a self-driving enterprise inform  
8 the "transaction economics" at play in the self-driving industry in 2016. Uber makes use of this  
9 information to explain why it placed such a high value on the acquisition of Ottomotto. Waymo  
10 should be entitled to rely on the same information to explain why Uber would be willing to pay a  
11 high royalty for the acquisition of trade secrets from Waymo in the parties' hypothetical  
12 negotiation.

13 Indeed, as outlined above, the evidence at trial will show that both Uber and Waymo  
14 believed that the market opportunity for self-driving TaaS was on the order of at least many tens  
15 of billions of dollars; that the market would be "winner take all" or "winner take most"; that time  
16 to market would be critical (if not determinative of winners and losers); and that Waymo had a  
17 two to five year technology lead on Uber, while Uber already had an established TaaS  
18 business. Regardless of starting point (Uber's valuation of accelerated development, Uber's  
19 valuation of Ottomotto, Waymo's research and development costs, etc.), this specific constellation  
20 of factors would drive up the royalty that Uber would pay (and Waymo would demand) for a  
21 license to Waymo trade secrets related to the very technological area (LiDAR) that Uber  
22 considered to be the [REDACTED] of its own development efforts. The evidence at trial will  
23 show that the size of this winner-take-all (or most) market opportunity was front and center every  
24 step of the way for Uber, and it would have been front and center for both Uber and  
25 Waymo during their hypothetical negotiation. Accordingly, Waymo should be permitted to elicit  
26 testimony regarding the parties' perceptions of the market opportunity and should be permitted to  
27 introduce documentary evidence of its projected revenues and forecasts.

28 **IV. CONCLUSION**

For the foregoing reasons, the Court should allow Waymo to (i) elicit testimony from Uber

1 and Waymo trial witnesses regarding the perceived size of the potential market for autonomous  
2 vehicles at the time of the misappropriation, and (ii) introduce into evidence the revenue and profit  
3 forecasts contained in Waymo's baseline profit and loss statement.

4  
5 DATED: January 26, 2018

QUINN EMANUEL URQUHART & SULLIVAN,  
LLP

6  
7 By /s/ Charles K. Verhoeven

Charles K. Verhoeven  
Attorneys for WAYMO LLC

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP

Charles K. Verhoeven (Bar No. 170151)

2 charlesverhoeven@quinnemanuel.com

David A. Perlson (Bar No. 209502)

3 davidperlson@quinnemanuel.com

Melissa Baily (Bar No. 237649)

4 melissabaily@quinnemanuel.com

John Neukom (Bar No. 275887)

5 johnneukom@quinnemanuel.com

Jordan Jaffe (Bar No. 254886)

6 jordanjaffe@quinnemanuel.com

50 California Street, 22<sup>nd</sup> Floor

7 San Francisco, California 94111-4788

Telephone: (415) 875-6600

8 Facsimile: (415) 875-6700

9 Attorneys for WAYMO LLC

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

12 WAYMO LLC,

13 Plaintiff,

14 vs.

15 UBER TECHNOLOGIES, INC.;  
16 OTTOMOTTO LLC; OTTO TRUCKING  
17 LLC,

18 Defendants.

CASE NO. 3:17-cv-00939-WHA

**DECLARATION OF JEFF NARDINELLI  
IN SUPPORT OF WAYMO'S OFFER OF  
PROOF REGARDING ADMISSIBILITY  
OF CERTAIN MARKET AND  
FINANCIAL INFORMATION**

1 I, Jeff Nardinelli, hereby declare as follows.

2 1. I am a member of the bar of the State of California and an associate with Quinn  
3 Emanuel Urquhart & Sullivan, LLP, counsel for Plaintiff Waymo LLC ("Waymo"). I make this  
4 declaration of personal, firsthand knowledge, and if called and sworn as a witness, I could and  
5 would testify competently as follows.

6 2. Attached as Exhibit 1 is a true and correct excerpted copy of the September 7, 2017  
7 Expert Report of E. Allen Jacobs.

8 3. Attached as Exhibit 2 is a true and correct copy of a document produced by Waymo  
9 in this case bearing Bates number WAYMO-UBER-00004175.

10 4. Attached as Exhibit 3 is a true and correct copy of document produced by Waymo  
11 in this case bearing Bates number WAYMO-UBER-00004108.

12 5. Attached as Exhibit 4 is a true and correct copy of document produced by Uber in  
13 this case bearing Bates number UBER00064468.

14 6. Attached as Exhibit 5 is a true and correct copy of document produced by Stroz  
15 Friedberg in this case bearing Bates number STROZ\_R\_000003106.

16 7. Attached as Exhibit 6 is a true and correct copy of document produced by Uber in  
17 this case bearing Bates number UBER00070108.

18 8. Attached as Exhibit 7 is a true and correct excerpted copy of the June 16, 2017  
19 deposition of John Bares.

20 9. Attached as Exhibit 8 is a true and correct copy of document produced by Anthony  
21 Levandowski in this case bearing Bates number LEV\_000777.

22 10. Attached as Exhibit 9 is a true and correct excerpted copy of the August 11, 2017  
23 deposition of Cameron Poetzscher.

24 11. Attached as Exhibit 10 is a true and correct copy of document produced by Uber in  
25 this case bearing Bates number UBER00069030.

26 12. Attached as Exhibit 11 is a true and correct excerpted copy of the August 1, 2017  
27 deposition of Brian McClendon.

28

1           13.     Attached as Exhibit 12 is a true and correct copy of document produced by Waymo  
2 in this case bearing Bates number WAYMO-UBER-00031805.

3           14.     Attached as Exhibit 13 is a true and correct copy of document produced by Uber in  
4 this case bearing Bates number UBER00109871.

5           15.     Attached as Exhibit 14 is a true and correct copy of document produced by Uber in  
6 this case bearing Bates number UBER00060147.

7           16.     Attached as Exhibit 15 is a true and correct copy of document produced by Uber in  
8 this case bearing Bates number UBER00065989.

9           17.     Attached as Exhibit 16 is a true and correct copy of document produced by Uber in  
10 this case bearing Bates number UBER00060504.

11          18.     Attached as Exhibit 17 is a true and correct excerpted copy of the July 27, 2017  
12 deposition of Travis Kalanick.

13          19.     Attached as Exhibit 18 is a true and correct copy of document produced by Uber in  
14 this case bearing Bates number UBER00060321.

15          20.     Attached as Exhibit 19 is a true and correct copy of document produced by Uber in  
16 this case bearing Bates number WAYMO-UBER-00032541.

17           I declare under penalty of perjury under the laws of the State of California that the  
18 foregoing is true and correct.

19 DATED: January 26, 2018

/s Jeff Nardinelli  
Jeff Nardinelli

**SIGNATURE ATTESTATION**

Pursuant to Local Rule 5-1(i)(3), I attest under penalty of perjury that concurrence in the filing of this document has been obtained from Jeff Nardinelli.

*/s/ Charles K. Verhoeven*  
Charles K. Verhoeven

# **EXHIBIT 1**

**FILED UNDER SEAL**

# **EXHIBIT 2**

**FILED UNDER SEAL**

# **EXHIBIT 3**

**FILED UNDER SEAL**

# **EXHIBIT 4**

**FILED UNDER SEAL**

# **EXHIBIT 5**

**FILED UNDER SEAL**

# **EXHIBIT 6**

**FILED UNDER SEAL**

# **EXHIBIT 7**

**FILED UNDER SEAL**

# **EXHIBIT 8**

**FILED UNDER SEAL**

# **EXHIBIT 9**

**FILED UNDER SEAL**

# **EXHIBIT 10**

**FILED UNDER SEAL**

# **EXHIBIT 11**

**FILED UNDER SEAL**

# **EXHIBIT 12**

**FILED UNDER SEAL**

# **EXHIBIT 13**

**FILED UNDER SEAL**

# **EXHIBIT 14**

**FILED UNDER SEAL**

# **EXHIBIT 15**

**FILED UNDER SEAL**

# **EXHIBIT 16**

**FILED UNDER SEAL**

# **EXHIBIT 17**

**FILED UNDER SEAL**

# **EXHIBIT 18**

**FILED UNDER SEAL**

# **EXHIBIT 19**

**FILED UNDER SEAL**